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January 30, 1978

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Interstate Commerce Commission  
12th & Constitution Avenues, N.W.  
Room 1227  
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Re: Burlington Northern Inc.;  
Lease of 38 Tri-level Enclosed Auto Racks

Gentlemen:

Enclosed please find for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, two original counterparts and seven copies of the Second Amendment (dated as of January 12, 1978) to an Equipment Lease dated as of May 1, 1976. In addition, a check for \$10.00 covering the required recording fee is enclosed.

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof. The Equipment Lease was originally filed with the Secretary of the Commission on June 14, 1976, and has been assigned Recordation No. 8364.

The names and addresses of the parties are:

Lessor: First National Bank and Trust  
Company of Evanston,  
as Trustee  
800 Davis Street  
Evanston, Illinois 60204

Lessee: Burlington Northern Inc.  
Burlington Northern Building  
176 East Fifth Street  
St. Paul, Minnesota 55101

RECORDATION NO. 8364-6 Filed & Recorded

FEB 8 1978 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

8-000A045

FEB 8 1978

RECEIVED  
FEB 8 9 51 AM '78

SCHEDULE A  
TO  
LETTER OF TRANSMITTAL

DESCRIPTION OF EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Identifying Number</u>	<u>Manufacturer</u>
Enclosed Tri-Level Automobile Racks attached in a non- permanent manner to certain units of railroad rolling stock	38	BN 4101 through BN 4138, both inclusive	Portec, Inc. (Paragon Division)

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**2/13/78**

**OFFICE OF THE SECRETARY**


**Joshua G. Cooperman  
Thelen, Marrin, Johnson & Bridges  
Two Embarcadero Center  
San Francisco, Calif. 94111**

**Dear**

**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **2/8/78** at **10:05am** and assigned recordation number(s) **8364-B**

**Sincerely yours,**

  
**H.G. Homme, Jr.  
Acting Secretary**

**Enclosure(s)**

**SE-30-T  
(6/77)**

RECORDATION NO. *8364-B* Filed & Recorded

FEB 8 1978 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO EQUIPMENT LEASE

Dated as of January 12, 1978

Between

FIRST NATIONAL BANK AND TRUST COMPANY  
OF EVANSTON, as Trustee,

Lessor

and

BURLINGTON NORTHERN INC.,

Lessee

RECEIVED  
FEB 8 9 51 AM '78  
CERTIFICATION UNIT

SECOND AMENDMENT TO EQUIPMENT LEASE

SECOND AMENDMENT dated as of January 12, 1978, to the Equipment Lease dated as of May 15, 1976 between FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, as Trustee under a Trust Agreement dated as of May 1, 1976 ("Lessor") and BURLINGTON NORTHERN INC., a Delaware corporation ("Lessee").

RECITALS:

A. The Lessor and the Lessee have heretofore entered into an Equipment Lease dated as of May 1, 1976 (the "Original Lease") providing for the Lease and delivery by the Lessor to the Lessee of Thirty-Eight Enclosed Tri-Level Auto Racks.

B. The Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission on June 14, 1976 and has been assigned Recordation No. 8364.

C. The Lessor and the Lessee have heretofore entered into a First Amendment to Equipment Lease dated as of December 1, 1976 (the "First Amendment").

D. The Original Lease as amended by the First Amendment is hereinafter sometimes referred to as the "Lease."

E. The Lessor and the Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, the Lessor and the Lessee, intending to be legally bound, hereby agree as follows:

1. The following new Section 6.3 is hereby added to the Lease:

"6.3. Indemnities Not a Guarantee. The indemnities and assumptions of liability set forth in this Section 6 or in the Indemnity Agreement have never been and were never intended to be a guarantee of the residual value of the Equipment or a guarantee of the payment of the principal of, or interest on, the Certificates of Interest (as defined in the Finance Agreement)."

2. The following sentences are hereby added to Section 8 of the Lease:

"Lessee cannot make any modification, addition or improvement (other than a modification, addition or improvement for maintenance purposes) which will not be readily removable without materially damaging the Equipment (the 'Section 8 Non-Severable Improvement') without the written consent of the Lessor, which consent shall not be unreasonably withheld; provided that at the time and to the extent Lessee proposes such Section 8 Non-Severable Improvement, Lessor, at its option shall either (i) purchase or otherwise acquire the Section 8 Non-Severable Improvement and lease the same to the Lessee for the remaining term of this Lease upon the terms and conditions herein specified at a rate to be negotiated by the Lessee and the Lessor, or (ii) take into income for Federal income tax purposes, in the year in which the Section 8 Non-Severable Improvement is made, the fair market value thereof incurred by the Lessee. The Lessee agrees to notify the Lessor promptly after any Section 8 Non-Severable Improvement is made of the date that the same was made and the fair market value thereof as of such date."

3. The Base Price in Schedule A to the Equipment Lease is hereby amended to read as follows: "\$21,631 per Item (\$821,978 for 38 Items)."

4. The Fixed Rental Payments in Schedule A to the Equipment Lease is hereby amended to read as follows:

"Fourteen (14) semi-annual rental payments in arrears each equal to 7.777286% of the Purchase Price (as defined in the Conditional Sale Agreement) of each Item of Equipment."

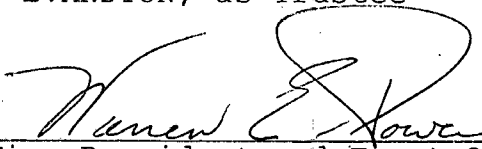
5. Whenever in any certificate, letter, notice or other instrument reference is made to the Lease, such reference without more shall include reference to this Second Amendment.

6. This Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

7. Except to the extent hereby amended and modified, the Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and delivered as of the day and year first above written.

FIRST NATIONAL BANK AND TRUST COMPANY  
OF EVANSTON, as Trustee

By:   
Vice President and Trust Officer

LESSOR

BURLINGTON NORTHERN INC.

By: \_\_\_\_\_  
Authorized Officer

[SEAL]

LESSEE

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK )

On this                    day of January, 1978, before me personally appeared                    , to me known to be one of the persons described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Notary Public

[SEAL]

My Commission expires:

COMMONWEALTH OF MINNESOTA)               SS  
COUNTY OF RAMSEY)

On this                      day of January, 1978, before me personally appeared                      , to me personally known, who being by me duly sworn, says that he is a                      of BURLINGTON NORTHERN INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[SEAL]

My Commission expires: